

INVITATION FOR BID

U.S. GOVERNMENT PRINTING OFFICE
Chicago, IL 60601-1055

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Short-Run Copying and Mailing Detroit, Michigan Area

as requisitioned from the U.S. Government Printing Office (GPO) by the

Army Corps of Engineers (COE) Detroit

Single Award

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Chicago, IL time, on
March 16, 2009.

BID SUBMISSION: Facsimile bids are acceptable (See GPO Contract Terms, Pub 310.2, effective 12/1/87, (revised 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and 2 copies of the "Schedule of Prices" included at the end of this specification.

Send bid to: U.S. Government Printing Office, 200 N. LaSalle St., Rm. 810, Chicago, IL 60601, or **FAX bid to 312-886-3163 or 312-886-2057.**

CONTRACT TERM: The term of this contract is for the period beginning April 1, 2009 and ending March 31, 2010, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

NOTE: Minor changes are scattered throughout.

INFORMATION: Fax requests for previous abstract or new award information on company letterhead (available approx. 2 weeks after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Sheila West, 312-353-3916, ext. 22. Do not contact her with requests for specifications or abstracts. **NO COLLECT CALLS.**

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Level:

- (a) Printing (page related) Attributes-Level 4.
- (b) Finishing (item related) Attributes-Level 4.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7 Type Quality and Uniformity	Camera Copy

TIME CRITICAL SCHEDULE: This is a time-critical contract. For the purpose of this contract, the provision in GPO Contract Terms Pub. 310.2 for schedule extensions does not apply. **No automatic extensions of schedules will be made nor grace days added.**

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the ‘**GPO Contractor Connection**’ link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: “EIN/TIN #” Employer Identification Number of Taxpayer Identification Number): “Subject to Backup Withholding” (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is duplicating/copying. Bidders who must subcontract this operation will be declared non-responsible.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the “Extension of Contract Term” clause. See also “Economic Price Adjustment” for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO Jacket Number will be assigned and a Purchase Order issued to the contractor to cover work performed. The Purchase Order will be supplemented by an individual "Print Order" for each job placed with the contractor. The Print Order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PERFORMANCE RECORDS: Notification of Performance forms will be furnished to the awarded contractor. Information such as the GPO program and print-order numbers and dates mailed/delivered must be filled in by the contractor and sent along with copies of all delivery receipts and Post Office mailing receipts via fax on the day mailing and delivery was completed to the GPO at 312-886-3163, Attn: Chicago GPO Front Desk.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from April 1, 2009 through March 31, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order

shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

OPTIONS: Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

PAYMENT: Submit all billings to: Comptroller, Stop FMCE, Financial Management Services, U.S. Government Printing Office, Washington, D.C. 20401.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of looseleaf pamphlets requiring such operations as copy pickup, duplicating or copying, stapling, folding, inserting into Government furnished envelopes, labeling, applying postage (reimbursable postage prepaid by the contractor), and mailing.

Is anticipated that majority of work will be suitable for production on either offset duplicator-type equipment using direct image masters or high-quality copying equipment provided the specified quality level is maintained. The GPO reserves the right to determine the suitability of the equipment to be used on this contract. The contractor must indicate in their quotation, in the space provided, the make and model number of the equipment they propose to use.

TITLE: Short-Run Copying and Mailing (Contractor Prepaid Reimbursable), Detroit, MI Area.

Although this is an option year contract, all the estimates, averages, etc., are based upon one year's production.

FREQUENCY OF ORDERS: Approximately 50 to 60 orders per year.

QUANTITY: Approximately 30 to 500 copies per order with most orders for less than 100 copies. An occasional order may exceed 500 copies up to approximately 4,000 copies.

NUMBER OF PAGES: Approximately 2 to 40 pages per order. It is anticipated that majority of orders will be for less than 15 pages. An occasional order may exceed 32 pages up to 60 pages.

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH: Line camera copy to be reproduced at various focuses.

Pre-printed (with return address) No. 10 envelopes 4-1/8 x 9-1/2" and approximately 9-1/2 x 12" Kraft envelopes (open side) for mailing of individual copies and delivery of multiple copies returned to the Army Corps of Engineers.

Pre-printed (with return address) Kraft envelopes (open side) approximately 9-1/2 x 12" for mailing of multiple copies.

8-1/2 x 11" sheets of 30 (2-5/8 x 1") preaddressed pressure sensitive labels (Avery 5160) in ZIP code sequence.

Print order (GPO Form 2511).

Facsimile for shipping container labels.

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section, WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "GOVERNMENT TO FURNISH," necessary to produce the product(s) in accordance with these specifications.

Identification markings such as register marks, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on camera copy must not print on finished product.

REPRODUCIBLES: Contractor must make all reproducibles required.

STOCK/PAPER: The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP code numbers in the "Government Paper Specification Standards No. 11" dated February 1999 (available at www.access.gpo.gov/qualitycontrol/paperspec/index.html).

NOTICE: Copies of the "Government Paper Specifications Standards No. 11," dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

All stock used in each order must be of a uniform shade. No mix permitted.

At contractor's option:

White Offset Book: basis weight 50 lbs. per 500 sheets, 25 x 38" equal to JCP Code A60, **or**

White Writing: basis weight 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code D10, **or**

White Xerographic Plain Copier: basis weight 20 lbs. per 500 sheets, 17 x 22", equal to JCP Code O65.

PRINTING: Print head to side (unless indicated otherwise) in black ink.

MARGINS: Maintain margins as indicated on copy. No bleeds.

BINDING: Collate and staple with one wire stitch in the upper left corner. All copies, except the occasional order for 2 pages, will require collating and stitching.

FOLDING: In addition to binding, all copies to be mailed singly must be letter folded from 8-1/2 x 11" to approximately 8-1/2 x 3-2/3" with two parallel folds.

An average of 25-30 copies each order are flat, balance folds.

INSERTING AND LABELING: For copies mailing singly, contractor must insert one folded copy into each furnished No. 10 envelope, seal, and apply one addressed mailing label to each envelope.

For single copies mailing flat (not folded), contractor must insert one copy into furnished 9-1/2 x 12" envelope, seal, and apply one addressed mailing label to each envelope. This requirement is necessary when copies per order are too bulky to allow letter folding (orders exceeding approximately 30 pages).

Approximately 2 to 5 envelopes per order (average of 4) will require inserting flat (not folded) multiple copies (from 2 to 25 copies) into Government furnished, preaddressed, 9-1/2 x 12" envelopes.

PACKING: Pack quantities to be delivered to the Detroit Corps of Engineers (approximately 10 to 20 flat copies per order) in contractor's furnished shipping containers.

RECEIPTS FOR DELIVERY: Contractor must furnish their own Receipts for Delivery. These receipts must include the GPO Jacket, Program, and Print Order Numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof, must accompany the contractor's billing for payment.

DISTRIBUTION: f.o.b. Contractor's City and f.o.b. Destination as follows:

f.o.b. contractor's city: **Contractor required to apply the appropriate postage to each piece mailed.** Contractor will be reimbursed for postage by submitting a properly completed Postal Service Certificate of Mailing (PS Form 3606, or other forms as required by the U.S. Postal Service) postmarked or signed by the Postal Employee, with the voucher for billing.

All mailing shall be made at the First Class rate.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Please Note: Although contractor will be reimbursed for postage by submitting a properly completed Postal Service Certificate of Mailing with the voucher for billing, the contractor will be required to expend a considerable sum of money for postage. It could be up to 30 days after contractor submits a properly completed voucher before the check for reimbursement will be issued.

f.o.b. destination :

Deliver approximately 10 to 20 flat copies (not folded) per order to and furnished material: U.S. Army Engineer District Detroit, Corps of Engineers, 477 Michigan Avenue, Detroit, MI 48226, Attn: Reproduction Office, Room 614. **INSIDE DELIVERY REQUIRED.**

For each order, contractor must furnish above office with copy of completed Postal Service Certificate of Mailing and any other applicable documents which will identify each order, quantity and date mailed, and amount of postage paid. This must be accompanied by two sample copies of each order. (Samples are in addition to quantity ordered).

All expenses incidental to returning materials and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual Print Order (GPO Form 2511).

TIME CRITICAL SCHEDULE: This is a time-critical contract. For the purpose of this contract, the provision in GPO Contract Terms Pub. 310.2 for schedule extensions does not apply. **No automatic extensions of schedules will be made nor grace days added.**

NOTIFICATION OF SHIPMENT: Immediately after the order has been delivered to the post office, the contractor MUST furnish the signed post office receipts, and contractor shippers to ACE-IT. Fax to (313) 226-2056 Attn: Jim Senia. Include the order title, GPO jacket, program, and print order number, date of shipment, quantity, and tracking information for deliveries. NOTE: This requirement is a matter of compliance. Failure of the contractor to comply with this requirement may result in the contractor being charge with a late delivery which could jeopardize its ability of being awarded future contracts.

GPO "VERIFICATION OF DELIVERY" Form: Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance, WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after invoicing.

Furnished material must be picked up from and delivered to (at contractor's expense) the Detroit, MI address shown under "DISTRIBUTION."

*****The office is open from 9am to 2pm.**

*****No deliveries or pickups can be made or will be accepted after 2pm.**

No definite dates for placement of orders can be predetermined. The ordering agency will notify the contractor by phone when material will be available for pickup.

No additional time will be allowed for multiple Print Orders placed at the same time, or whose schedules overlap.

The following schedule begins the workday after notification of the availability of print order and furnished material. The COE will place calls for pickups by 12:00 pm.

Contractor must make complete production, mailing, and delivery of individual orders within two (2) workdays.

For example, if the contractor is notified by the ordering agency that an order is available for pickup on Monday, April 20 at 11:30 am, the contractor must pickup furnished material and make complete production, mailing, and delivery on or before Wednesday, April 22 by 2 pm; or if the contractor is notified by the ordering agency that an order is available for pickup on Monday, April 20 at 1:00 pm, the contractor must pickup furnished material and make complete production, mailing, and delivery on or before Thursday, April 23 by 2 pm.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements for the first year. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES".

I.

- (a) 348
- (b) 321

II. (a) 88

SECTION 4.- SCHEDULE OF PRICES

Bids offered are **f.o.b. destination** for deliveries to COE Detroit, and **f.o.b. contractor's city**, postage reimbursable, for mailed copies.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

All billings submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

I. COMPLETE PRODUCT: (Except **II. ADDITIONAL OPERATIONS**). Prices quoted must be all-inclusive for printing, collating, and stitching, in accordance with these specifications, including cost of paper.

Pages: A charge will be allowed for "each page" whether printed or blank. Each text leaf contains two pages. Only one makeready and/or setup charge will be allowed per page regardless of the number of copies run.

(a) Makeready/setup.....per page.....\$_____

(b) Runningper page/per 100 copies.....\$_____

II. ADDITIONAL OPERATIONS: Price must be all-inclusive for all folding, inserting, sealing, labeling, applying postage, mailing, delivery, and completion of all required forms in accordance with these specifications.

(a) Additional Operations per 100 destinations.....\$_____

(Initials)

NOTICE: Bidders must complete the following information:

1. Proposed carrier(s) for pickup of Government Furnished Material

a. Number of hours from acceptance of Print Order
to pickup of Government Furnished Material.....

b. Number of hours from pickup of Government Furnished Material
to delivery at contractor's plant.....

.....2. Proposed carrier(s) for delivery of completed product

a. Number of hours from notification to carrier to pickup
of completed product

b. Number of hours from pickup of completed product,
to delivery at destination.....

BIDDERS NOTE: List the equipment you intend to use for copying/duplicating.

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.- SCHEDULE OF PRICES", initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered on the "SCHEDULE OF PRICES" will prevail.

Bidder

(City - State)

By

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

(Fax Number)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.